

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B2400053

PRINT DATE: 08/29/11

PAGE: 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1232787917  
AMERIGAS PROPANE LP  
20348 LEITERSBURG PIKE

HAGERSTOWN, MD 21742  
(301 ) 733-0400

### REFER QUESTIONS TO:

LINDA RULEY  
(410 ) 767-4608  
LINDA.RULEY@DGS.STATE.MD.US

**ITB:** 001IT818458

**EXPR DATE:** 07/10/13  
**POST DATE:** 07/08/11

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

=====

AGENCY CONTRACT  
FOR  
BULK PROPANE

=====

AGENCY: STATE HIGHWAY ADMINISTRATION

REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEED FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED BELOW.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS REQUIRED" BASIS.

CONTRACT PERIOD: JULY 11, 2011 THROUGH JULY 10, 2013

THE TERM OF THE CONTRACT WILL BE A PERIOD OF TWO (2) YEARS BEGINNING FROM DATE OF AWARD. THE CONTRACT MAY BE RENEWED FOR ONE (1) ADDITIONAL TWO (2)-YEAR PERIOD AT THE UNILATERAL DISCRETION OF THE STATE OF MARYLAND AT THE SAME PRICING, TERMS, AND CONDITIONS.

THE CONTRACT PRICE FOR PROPANE GAS DELIVERED UNDER THE TERMS OF THE CONTRACT WILL BE BASED UPON THE AVERAGE POSTED PRICE OF PROPANE FOR THE PHILADELPHIA, PA TERMINAL LISTED IN THE OPIS REPORT FOR THE WEEK

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B2400053

PRINT DATE: 08/29/11

PAGE: 02

### TERMS (cont'd):

THE PROPANE IS DELIVERED. BASE PRICE REVISIONS WILL BE EFFECTIVE FROM THE MONDAY OF THE DELIVERY WEEK THROUGH THE FOLLOWING SUNDAY.

ALL CONTRACT PRICES ARE TO BE DELIVERED F.O.B. CUSTOMER'S TANKS. CONTRACT PRICE INCLUDES ALL FIXED COSTS PER GALLON FOR FURNISHING AND DELIVERING THE PROPANE TO THE LOCATIONS LISTED. CONTRACT PRICE ALSO INCLUDES ALL TRANSPORTATION COSTS, ADMINISTRATIVE COSTS AND ANY FEES.

CONTRACTOR WILL ESTABLISH A DELIVERY SCHEDULE AS TO ELIMINATE THE POTENTIAL FOR DISRUPTION OF SERVICE. THE CONTRACTOR MUST ALSO SUPPLY AND HOOK-UP AT THEIR COST, THE REQUIRED TANKS AT EACH LOCATION TO BE USED FOR THE DURATION OF THE CONTRACT. THE CONTRACTOR IS ALSO REQUIRED TO TIE-IN THE SUPPLIED TANKS TO EXISTING LINES PRESENTLY BEING SERVICED. TANKS MUST BE INSTALLED AND WORKING AT A TIME DETERMINED BY SHA. SHA WILL CONTACT THE VENDOR UPON AWARD AND COORDINATE WHEN THE SERVICE AND TANK INSTALLATION WILL OCCUR. CONTRACTOR MUST INSTALL THE TANKS WITHIN 2 WEEKS OF NOTIFICATION BY SHA.

ALL TANKS MUST BE REMOVED AT THE COMPLETION OF THE CONTRACT IF THE VENDOR IS NOT SUCCESSFUL ON SUBSEQUENT CONTRACT(S). ANY REMAINING PROPANE SHALL BE REIMBURSED TO SHA AT THE TIME OF TANK REMOVAL USING THE MOST RECENT PRICE PAID.

VENDOR MUST COMPLY WITH ALL NFPA AND ANY/ALL APPLICABLE CODES.

CONTRACTOR MUST ADHERE TO NFPA 58, LIQUEFIED PETROLEUM GAS CODE DURING THE INSTALLATION AND SERVICING OF THIS CONTRACT.

CONTRACTOR MUST ADHERE TO ALL MOSH AND OSHA REGULATIONS.

UPON EACH DELIVERY, CONTRACTOR WILL LEAVE ALL FUEL DELIVERY TICKETS AT THE FRONT OFFICE OF THE SHA COMPLEX WITH THE ADMINISTRATIVE STAFF. THESE DELIVERY TICKETS MUST DISPLAY THE DATE, TIME, AND METERED GALLONS DELIVERED. DELIVERIES MUST BE MADE DURING NORMAL OPERATING HOURS OF 7:30AM -3:30PM, MONDAY THROUGH FRIDAY, EXCEPT STATE HOLIDAYS. VENDOR MUST BE ABLE TO MAKE EMERGENCY DELIVERIES IN THE EVENT OF AN "OUT OF FUEL" SITUATION ON A 24 HOUR BASIS

### INVOICING AND PAYMENT:

THE CONTRACTOR SHALL SUBMIT AN INVOICE REFERENCING THE DELIVERY TICKET WITHIN 7 DAYS OF EACH DELIVERY MADE DURING THE CONTRACT PERIOD. INVOICES MUST CONTAIN THE COMPLETE COMPANY NAME, ADDRESS, TELEPHONE NUMBER, CONTACT PERSON, F.E.I.N. (FEDERAL EMPLOYMENT IDENTIFICATION NUMBER), AND SHA CONTRACT NUMBER FOR THIS CONTRACT AND A UNIQUE

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B2400053

PRINT DATE: 08/29/11

PAGE: 03

TERMS (cont'd):

INVOICE NUMBER. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

INVOICE SHALL BE SENT TO THE FOLLOWING ADDRESS:

MARK STEWART  
KEYSERS RIDGE MAINTENANCE FACILITY  
3876 NATIONAL PIKE  
ACCIDENT, MD 21520

TERMS ARE FOR 30 DAY PAYMENT FROM INVOICE DATE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	40503	GL	

PROPANE

ONE (1) 500-GALLON TANK AT: FINZEL SALT BARN  
1336 BEALL SCHOOL RD  
FROSTBURG, MD 21532

PRICE TO BE FIXED COST OF \$0.479 PER GALLON PLUS OPIS PHILADELPHIA PA  
TERMINAL WEEKLY AVERAGE FOR THE WEEK IN WHICH THE PROPANE IS  
DELIVERED.

---

0002	40503-000000	GL	
------	--------------	----	--

PROPANE

THREE (3) 1,000-GALLON TANKS AT: OAKLAND SHOP  
95 SHA DRIVE

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B2400053

PRINT DATE: 08/29/11

PAGE: 04

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
---------------	----------------------	------------	------------------

OAKLAND, MD 21550

PRICE TO BE FIXED COST OF \$0.479 PER GALLON PLUS OPIS PHILADELPHIA PA  
TERMINAL WEEKLY AVERAGE FOR THE WEEK IN WHICH THE PROPANE IS  
DELIVERED.

END OF ITEM LIST

\*\*\*\*\* LAST PAGE \*\*\*\*\*

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE